

ADDENDUM NO. 3

March 30, 2006

TO: All Prospective Bidders

SUBJECT: BID NO.: 6417-3/11-OTR

TITLE: Pre-Qualification of contractors for removal of debris caused by a declared emergency

BID OPENING DATE: 2:00 PM, April 5, 2006

This Addendum is and does become a part of the above mentioned best and final bid.

Section 2.0, paragraph 2.15, page 8. Replace the first paragraph of this clause with the following;

The County will make periodic payments for services rendered by Contractor(s) under Purchase order(s) issued by the Department. Payment will be made based on the pre-numbered vouchers provided by the Project Manager or his/her designee to the Contractor(s) for each load of debris removed. No debris will be moved from any point to any destination without a voucher first being issued.

ALL OTHER INFORMATION REMAINS THE SAME

A. Rodriguez
Department of Procurement Management

ADDENDUM NO. 2

March 29, 2006

TO: All Prospective Bidders

SUBJECT: BID NO.: 6417-3/11-OTR

TITLE: Pre-Qualification of contractors for removal of debris caused by a declared emergency

BID OPENING DATE: 2:00 PM, April 5, 2006

This Addendum is and does become a part of the above mentioned best and final bid.

Section 2.0, paragraph 2.30 add the following;

Within seven calendar days from receiving its Notice to Proceed and/or Purchase Order, whichever is first, contractor shall provide the County with a list of its subcontractors and a copy of their written agreement to provide service. This list of sub-contractors shall be kept current at all times. Load tickets showing sub-contractors who are not listed by the prime contractor may not be paid.

To Section 2.0, Special Conditions add:

2.35 RELEASE OF CLAIM REQUIRED

Pursuant to Florida Statute 255.05 and Miami-Dade County Code Section 10-35, all payments to the vendor's subcontractors shall be made within ten (10) days of receipt of the partial payment by the vendor. With the exception of the first partial payment, the vendor must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the vendor for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The vendor must provide the County's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or

releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the vendor. In the event such affidavits cannot be furnished, the vendor may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the vendor fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

Section 3.0, paragraph 3.13, last sub-paragraph;

Delete the words “on a monthly basis” from the first sentence.

ALL OTHER INFORMATION REMAINS THE SAME

A. Rodriguez
Department of Procurement Management

ADDENDUM NO. 1

March 16, 2006

TO: All Prospective Bidders

SUBJECT: BID NO.: 6417-3/11-OTR

**TITLE: Pre-Qualification of contractors for removal of debris caused by a
declared emergency**

BID OPENING DATE: 2:00 PM, April 5, 2006

This Addendum is and does become a part of the above mentioned best and final bid.

Reference Section 2.0, paragraph 2.3, page 1. Recommended pre bid conference will be held at 1:00 PM on March 28, 2006

ALL OTHER INFORMATION REMAINS THE SAME

A. Rodriguez
Department of Procurement Management



BID NO.: 6417-3/11-OTR

**OPENING: 2:00 P.M.
WEDNESDAY
April 5, 2006**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

**PRE-QUALIFICATION OF CONTRACTORS FOR THE REMOVAL OF DEBRIS
CAUSED BY A DECLARED EMERGENCY FOR A PERIOD OF TWO YEARS
WITH COUNTY OPTION TO RENEW FOR THREE ADDITIONAL ONE YEAR
PERIODS.**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	SECTION 2.0, PARA 2.13
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	SECTION 2.0, PARA 2.6
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:	SECTION 2.0, PARA 2.11
LIVING WAGE:	SECTION 2.0, PARA 2.26
PRE-BID CONFERENCE/WALK-THRU:	SECTION 2.0, PARA 2.3
MEASURES:	SECTION 2.0, PARA 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SECTION 2.0, PARA 2.21
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:

A. Rodriguez at 305-375-4258, or at abelin@miamidade.gov

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 36 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 36 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 6417-3/11-OTR

Title: Pre-qualification of contractors for debris hauling

Sr. Procurement Contracting Agent: A. Rodriguez

Bids will be accepted until 2:00 p.m. on April 5, 2006

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT
REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS
SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".**

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

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- or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
 2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
 3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
 2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
 2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
 - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
 - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
 - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
 - B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
 - C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
 - D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
 - E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
 - F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
 - G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an

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appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

- 1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- 2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor

operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

- 3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When the bid from a Miami-Dade local business is within 10% of the lowest price submitted by a non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2005. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. For award recommendations greater than \$100,000 the following shall apply:
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder

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and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D.** For award recommendations from \$25,000 to \$100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in

connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours.

SECTION 1

GENERAL TERMS AND CONDITIONS

The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

Pre-qualification of contractors for removal of debris

2.1 PURPOSE: TO PRE-QUALIFY BIDDERS

The purpose of this Invitation to Bid is to pre-qualify potential bidders for the loading, hauling, reduction and disposal of debris resulting from a declared emergency. All bidders which meet or exceed the criteria established in the Invitation to Bid shall be placed on a Pre-Qualification List that may be accessed by County in order to obtain price quotations for the removal of debris. The County retains the right to solicit quotes from vendors who are not part of this contract.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to the quotes issued under this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE (RECOMMENDED):

A pre-bid conference will be held at 1:00 PM on February 28, 2006 at Stephen P. Clark Center 111 N.W. 1 St. in conference room no. 18-3 to discuss this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available. "Multiple members of individual community councils may be present."

SECTION 2
SPECIAL CONDITIONS

Pre-qualification of contractors for removal of debris

2.4 TERM OF CONTRACT: FIXED PERIOD

This contract shall commence after the approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for twenty-four (24) months and will expire the last day of the final month.

2.5 OPTION TO RENEW FOR THREE (3) ADDITIONAL YEAR(S)

The initial contract resultant from this solicitation shall prevail for a two (2) year period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional three (3) year(s) period on a year-to-year basis. The vendor shall maintain, for the entirety of the stated additional period(s), the same terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County. Upon renewal contractor must provide an up dated equipment list and a current Certificate of Insurance.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

2.6 AWARD WILL BE MADE TO COMPANIES WHO MEET THE FOLLOWING PRE-QUALIFICATION REQUIREMENTS

In order to be pre-qualified, prospective Contractors must meet the following minimum qualifications:

- A. Show, acceptable proof of having been an established, duly-licensed firm engaged in business anywhere in the United States within any one of the below activities for a minimum period of one (1) year as of the date of the initial submittal, and operating with hauling equipment as standard in the following classifications:
 - 1. Bulk hauling of debris, or fill
 - 2. Construction involving land clearing
 - 3. Demolition
 - 4. Trash and garbage hauling

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SPECIAL CONDITIONS

Pre-qualification of contractors for removal of debris

Acceptable proof of having been in business would be:

- a. Copy of previous year's tax returns
 - b. Copy of previous year's occupational licenses
- B. The Successful Bidder(s), must produce acceptable proof of ownership or long-term lease (12 months or more) of the equipment necessary to perform the Work, with the capacity to load and remove a minimum of one thousand four hundred (1400) cubic yards of debris on a daily basis, with a minimum of ten (10) crews. Examples of appropriate equipment for this task would be:
Loading equipment with grapple buckets
Dump Truck (min. 20 yards) or equal Lightning Loader
Bobcat 743, or equal Loader
An example of a crew would be a loader and two (2) dump trucks or a lightning loader and a truck.
- C. The successful Bidder must possess a General Hauler Permit pursuant to Section 15.17 of the Miami-Dade County Code. At a minimum one vehicle must be permitted at the time of qualification. If the bid is activated in an emergency, then all vehicles used must comply with Section 15.17 of the Miami Dade Code.
- D. The contractor must provide a list of at least three (3) commercial or government accounts for which it has provided services in any of the classifications shown in 2.6A above, within the past twelve months.

Bidders shall be given up to seven (7) calendar days after Bid Opening to provide the required proof. Failure to provide the information shall result in the proposal not being submitted to the awarding authority on the initial contract award. The County reserves the right to add vendors at its discretion.

Submittals packages shall contain the following:

- 1.. Proof being established for a minimum of one year.
- 2. Proof of equipment ownership/long term lease.
- 3. Copy of General Hauler Permit
- 4. Completed Section 4 (pages 33 thru 36)
- 5. Required Affidavits (Appendix)

SECTION 2
SPECIAL CONDITIONS

Pre-qualification of contractors for removal of debris

2.7 PRICING

All pre qualified contractors will be invited to participate in spot market quotes for removing emergency debris from the area(s) identified by the County, through the issuance of an Invitation to Quote (ITQ) by the user department.

2.8 Intentionally Omitted

2.9 Intentionally Omitted

2.10 ADMINISTRATIVE CHARGES

The County will assign the Work on an “as-needed/where needed” basis through the use of Purchase orders.

.Upon receipt of a Purchase order, the Contractor(s) determined by the County to have submitted the lowest aggregate bid for a particular activated work area shall commence the work within the time frame specified in the ITQ and continue such work in an expeditious manner to a conclusion acceptable to the Project Manager.

Should the Contractor fail to commence the work within two (2) calendar days, or should the Contractor fail to continue the work in an expeditious manner, or fail to remove the minimum of one thousand four hundred (1400) cubic yards per day, in the sole discretion of the County, the Contractor shall be subjected to administrative charges in the sum of two thousand five hundred (\$2,500.00) dollars per day. This sum shall be deducted from monies due the Contractor(s).

2.11 INDEMNIFICATION AND INSURANCE (11*) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the

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responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

SECTION 2
SPECIAL CONDITIONS

Pre-qualification of contractors for removal of debris

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner

prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.24 of this solicitation.

**Department of Procurement Management
Bids and Contracts Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989**

SECTION 2
SPECIAL CONDITIONS

Pre-qualification of contractors for removal of debris

2.12 Intentionally Omitted

2.13 Performance Bond

Simultaneously with his delivery of the executed ITQ to the County, the Contractor to whom the Contract has been awarded must deliver to the County executed Performance and Payment Bond in an amount that represents 5.00% of the contractors purchase order and any modifications to the purchase order, as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

- (a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
i. 500,001 to 1,500,000	B V
ii. 1,500,001 to 2,500,000	A VI
iii. 2,500,001 to 5,000,000	A VII
iv. 5,000,000 to 10,000,000	A VIII
v. Over 10,000,000	A IX

- (b) On contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
- i. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
 - ii. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;
 - iii. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
- (c) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- (d) For contracts in excess of 500,000 the provision of Section (b) will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- (e) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- (f) The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by

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Pre-qualification of contractors for removal of debris

the surety's resident Florida agent.

The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) (c), Florida Statutes. Failure to provide the required bond may result in default of contract.

2.14 Intentionally Omitted

2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICES RENDERED

The County will make periodic payments for services rendered by Contractor(s) under Purchase order(s) issued by the Department. Payment will be made based on Scale House transaction tickets which are cross-referenced to the pre-numbered vouchers provided by the Project Manager or his/her designee to the Contractor(s) for each load of debris removed. No debris will be moved from any point to any destination without a voucher first being issued.

In order to gain entry at staging areas/disposal sites, haulers must present the pre-numbered voucher for each load of debris removed from County-designated rights-of-way and/or staging areas in order to be permitted to dump. Each voucher will require the signature of the County Project Manager or his/her designee in order for the hauler to be permitted into the staging areas/disposal sites. These vouchers will be honored at the disposal sites in lieu of payment of a disposal fee.

Payment for removal of debris will be based on an assessed value of cubic yards per load based upon a percentage of the certified capacity of the container as called from the tower monitor and recorded on the pre-numbered voucher, at the disposal site. The percentage of filled volume of each load will be rounded to the nearest 5%..

In order to receive payment, it is mandatory that the Purchase order number and the service location be listed on each voucher. It shall be the responsibility of the Contractor to verify that this information is contained on each voucher.

2.16 Intentionally Omitted

2.17 Intentionally Omitted

2.18 Intentionally Omitted

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Pre-qualification of contractors for removal of debris

2.19 Intentionally Omitted

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: A. Rodriguez, at (305) 375-4258
email – Abelin@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP).

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

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Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by any authority having jurisdiction for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation mentions a specific County Department, it is hereby agreed and understood that any County department may avail itself of this contract..

2.24 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the services, that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into solicitation by reference

2.25 DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION

Contractors may be required to demonstrate the equipment which they have submitted on their equipment list, at no cost to, the County. The purpose of the demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability vis-a-vis the expected performance requirements. If a demonstration is required, the County will notify the bidder of such in writing and will specify the date, time and location of the demonstration. If the bidder fails to perform the

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demonstration on the date stipulated in the notice, the County may elect to reject the bidder's submittals or to re-schedule the demonstration.. The County shall be the sole judge of the acceptability of the equipment in conformance with the bid specifications and its decision shall be final.

2.26 LIVING WAGE REQUIREMENT

Bidders are advised that the provisions of Miami-Dade County Ordinance 99-44 will apply to any contract(s) awarded pursuant to this bid. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Ordinance 99-44, and to acknowledge awareness of the penalties for non-compliance. A copy of this ordinance may be obtained from the department issuing the specifications for this bid.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Basic Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contracts Termination and Debarment

1. DEFINITIONS

A. Administrative hearing officer means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of Miami-Dade County Ordinance 99-44.

B. Applicable department means the County department(s) using the service contract.

C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. Compliance officer means the County Manager or his/her designee to review compliance with Ordinance 99-44 and this Administrative Order.

E. Contract means an agreement for services covered by Ordinance 99-44 involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

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F. Contracting officer means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. County means the government of Miami-Dade County or the Public Health Trust.

H. Covered employee means anyone employed by any service contractor, as further defined in Ordinance 99-44, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

- (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
- (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
- (3) the service contractor is a GASP permittee at Miami International Airport.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
 - (i) food preparation and/or distribution;
 - (ii) security services;
 - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
 - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
 - (v) transportation and parking services including airport and seaport services;
 - (vi) printing and reproduction services; and,
 - (vii) landscaping, lawn and/or agricultural services
- (2) GASP Permittee - Any covered service that is provided by a GASP permittee at Miami International Airport without reference to any contract value.
- (3) Services Performed by County Employees - Should any services that are being performed by County employees at the time Ordinance 99-44 was enacted be solicited in the future by the County to be performed by a service contractor, such

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services shall be covered subject to this Ordinance regardless of the value of the contract and language requiring same shall be inserted into any implementing legislation.

K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. Living wage means the minimum hourly pay rate with or without health benefits health benefits as further described in Ordinance 99-44.

M. Living Wage Commission means a fifteen person commission established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing service pursuant to the service contractor's contract with the County shall be paid a living wage regardless of any contractual relationship which may be alleged to exist between the contractor and such employees. The covered employer may comply with the living wage provision by choosing to pay no less than the specified hourly wage rate when said employer also provides health benefits. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits. The current rates at the time of the quote will apply. For current wage rates contact the Department of Business Development at (305) 375-3111 or visit them at 111 NW 1 Street, 19th floor, Miami, FL.

B. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

C. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements

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will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any written complaints of underpayment should be filed with the Director of the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL, 33128, (305) 349-5960.

D. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices prohibited by Ordinance 99-44 has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. **LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**

A. In the event of any underpayment of required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Ordinance 99-44 shall be required to pay liquidated damages of \$500 to the County for each employee of the covered employer, who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified living wage rate and health benefits. Written request for appeals of violations must be filed with compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Ord. 99-44, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

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D. In addition to the payment of penalties and back wages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. **PAYROLL; BASIC RECORDS; REPORTING**

A. Each covered employer shall maintain payrolls for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

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5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for

compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
- 2) The penalties assessed;
- 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
- 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit the list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative

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hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Ordinance 99-44. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the

election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Ordinance 99-44,

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Ordinance 99-44 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

H. A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

2.27 LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the contractor through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

2.28 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor awarded the work area to obtain a price quote for the additional services. This may include Temporary

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Debris, Storage and Reduction Site (TDSRS) Management for staging areas. If there are multiple vendors awarded the area, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the awarded vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

.2.29 WORK ACCEPTANCE

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, and appropriate invoicing.

2.30 COMPETENCY OF BIDDERS: SUB-CONTRACT WITH ANOTHER VENDOR ALLOWED

Pre-award inspection of the Contractor's facility may be made prior to their inclusion on the pre-qualified contractor list. Submittals will be considered only from firms which are regularly engaged in the classifications shown in paragraph 2.6A. In the event the bidder will sub-contract all or part of its work to another vendor, the bidder may be required to verify the competency of its sub-contractor or supplier. Miami Dade County reserves the right, before awarding the contract, to require a bidder to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder, including past performance (experience) with the County, in making the award in the best interest of the County. Subcontractors cannot recertify trucks with a different Prime contractor more than once per week.

All employees and Subcontractors of Contractor(s) shall be considered to be, at all times, the sole employees of the Contractor(s), under the Contractor(s) sole direction, and not an employee or agent of Miami Dade County. The Contractor shall supply competent and physically capable employees. Each employee shall have and must wear proper identification. Miami Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Miami Dade County property is not in the best interest of the County.

2.31 LICENSES, PERMITS AND FEES

The vendor shall obtain and pay for all licenses, and permits required for this project; and shall comply with all laws, ordinances, regulations applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

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2.32 NOTIFICATION AND COMPLETION OF WORK

The contractor shall neither commence any work nor enter a County work premise until a Purchase order directing the them to proceed with various items of work has been received from an authorized County representative. All work assignments during the contract period will be on an "as needed" basis, complying with notification requirements. Contractors shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract. The County's authorized representative shall generate and issue a Purchase order for each project to be performed under this Contract. The Purchase order shall include the location, description, and scope of work to be completed. For purposes of identification and payment, the Purchase order shall be numbered and dated.

The County expects each contractor to haul a minimum of one thousand four hundred (1400) cubic yards per day (See Section 3.6). The work will be assigned through the use of Purchase orders.

The County makes no representations regarding the turnaround time at the disposal sites.

The Contractor shall neither commence any work nor enter an activated work area until a purchase order or notice to proceed issued by a County representative directing the Contractor to proceed with various items of work has been received from the Project Manager or his/her designee.

In order to receive full payment, Contractors must complete or exceed the performance requirements outlined in the applicable quotation. Failure to do so will result in administrative charges being assessed against the Contractor. [See Paragraph 2.10].

All Work as specified in the purchase order(s) shall be performed in accordance with good commercial practice, except in such cases where the Work will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor(s).

Should the Contractor(s) fail to complete the Work in accordance with the performance requirements, it is hereby agreed and understood that the County reserves the authority to cancel the purchase order(s) with the Low Bid Contractor and to secure the services of the Second Low Bid Contractor and/or the Third Low Bid Contractor in order to complete the Work. If the County exercises this authority, the County shall be responsible for paying the Low Bid Contractor for work which was completed and found acceptable to the County in accordance with the Bid Specifications. Contractors terminated may be found in default and re-procurement charges will be charged.

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2.33 ACTIVATION OF CONTRACT

Immediately following a disaster, the County's user departments may contact all Contractors through an (ITQ) for the removal of debris on an "as-needed/where-needed" basis, and identify the activated areas for which quotations must be submitted within the time frame specified in the (ITQ). .

Contractor(s) will be invited to participate by offering a price for hauling from the activated area to any staging area/disposal facility designated by the County.

The County shall retain the option to activate whatever areas it deems appropriate, consistent with the disaster, and to assign the work in accordance with the provisions of this Invitation to Bid.

The Contractor(s) shall deliver the equipment necessary to successfully perform the work required in conjunction with this Contract within the time frame specified in the (ITQ).

Trucks and/or equipment which are designated for use under this Contract shall not be used for any other work during the designated hours for work of this Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Contract.

2.34 DEFINITIONS

- | | | |
|-------------------------|---|---|
| Bidder/Vendor | - | A hauling firm that responds to this Invitation to Bid to become a pre-qualified Contractor in order to respond to an (ITQ) on this Contract |
| Contractor | - | A Bidder who responded to the Invitation to Bid and became pre-qualified in order to respond to an (ITQ) on this Contract |
| DSWM | - | Miami-Dade County's Department of Solid Waste Management |
| Emergency Debris | - | For purposes of this Contract, Emergency Debris is that co-mingled debris caused by a disaster occurring in Miami-Dade County, natural or otherwise, including but not limited to the following five classifications: Trees (including detached stumps) |

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And vegetation, burnables, construction debris, white goods,
And tires.

Emergency Debris may, because of the nature of the disaster,
contain minimal amounts of Hazardous Waste

Hazardous Waste - means any waste, product, substance, or combination or breakdown product thereof which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may, when improperly transported, disposed of, stored, treated or otherwise managed, cause, or significantly contribute to, an increase in mortality, or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed

Hazardous Waste also means any item that has the potential to be physically hazardous, that is to say, the potential to cause serious injury to persons or property, such as flammables, explosives, compressed gas cylinders, etc.

**Hurricane Trash
Conversion Factor**

To be determined by FEMA. This will enable the DSWM to convert the assessed cubic yards of a particular load hauled by a vendor to a tonnage value. $\text{Tonnage Value} = (\text{Assessed Cubic Yards of a particular load}) \div (\text{Hurricane Trash Factor to be determined by FEMA})$.

Invitation to Quote-

(ITQ)An invitation that will be extended to all pre-qualified Contractors to submit quotes for Emergency Debris removal on an “as-needed/where-needed” basis pursuant to designated Zones in the event of a disaster, natural or otherwise; the basis for the issuance of Purchase orders.

**Preliminary Damage
Assessment (PDA)**

An initial assessment by County personnel of the overall disaster area in order to determine the magnitude of Emergency Debris removal efforts, the location and approximate volume of debris to be removed, and whether or not the Emergency Debris removal effort exceeds local capabilities and will therefore require assistance of outside

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agencies; a PDA will be performed within seventy-two (72) hours following a disaster

Pre-numbered Voucher-

A pre-printed, pre-numbered document issued at disposal sites, staging area or by the loading area inspector for each load of emergency debris removed from the right of way pursuant to a purchase order. This document which allows the Contractor access to a staging area or disposal site, records the cubic yards, time of day, vehicle sticker number, and voucher number for each load of Emergency Debris.

Work

- Removal of Emergency Debris in activated areas from County-designated rights-of-way and/or staging areas to County-designated disposal sites

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REMOVAL OF DISASTER DEBRIS

3.1 PURPOSE

It is the intent of this document to pre-qualify potential bidders for the loading, hauling, reduction and disposal of debris resulting from a declared emergency [See Section 3.3, Scope of Work] generated as a result of damages suffered due to a disaster occurring in Miami-Dade County, natural or otherwise.

Objectives inherent within this Debris Removal Contract are:

1. Fast mobilization and high removal capacity;
2. Environmentally acceptable handling and removal of debris;
3. Minimization of overall impact to surrounding residential and business communities; and
4. Efficient handling and removal by minimizing the number of times materials are handled.

The Contractor(s) shall furnish all labor, material, and equipment necessary for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type for the work classification shown on 1(e) of page 34. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Although this Solicitation does not identify the equipment needed to perform the work, it is hereby understood and agreed that if, in the County's sole discretion, it is determined that additional equipment is required, the Contractor is obligated and must have the capability to secure whatever is necessary to successfully perform the work in as expeditious a manner as possible.

Equipment used must be in compliance with all applicable federal, state, and local regulations. Any truck/trailer used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Trucks and/or must be equipped with some type of net or other material to cover the load and a tailgate that will effectively contain the debris during transport and that will permit the truck to be filled to capacity. All trucks must be pre-measured and marked for their cubic yard load capacity, and their tare weight established.

Equipment will be mobilized to activated work areas to remove debris. The County will guarantee access to each of the designated staging areas and/or disposal sites through the issuance of vouchers. Loading equipment will vary depending upon the material to be removed within each area, but will typically include high-capacity cranes or lightning loaders, to load trucks..

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Contractor(s) must make every effort at the loading sites, whether in the right-of-way or staging areas, to identify any Hazardous Waste so it is not loaded for transport to the designated disposal sites. If Hazardous Waste is found at any loading site, the material shall not be collected the County's Project Manager shall be expeditiously notified and shall be responsible for removal and disposal of any such Hazardous Waste.

Only Contractor(s) will be permitted to remove Debris from the work area (s). To insure load verification, the County will provide a County employee at each loading site and/or disposal site to supervise all loading and unloading.

Contractor(s) should give first priority to utilization of resources within Miami-Dade County, including but not limited to procuring supplies, truckers, materials and equipment, awarding subcontracts, and employing Work personnel.

3.2 LOCATION OF WORK - STAGING AREAS, AND DISPOSAL SITES

3.2.A WORK AREAS-

The County will be divided into work areas. Each of Miami-Dade County's municipalities will constitute its own work area. The remaining work areas comprise the remainder of the unincorporated municipal service area (UMSA).

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3.2.B STAGING AREAS

Throughout the County, there are ten (11) designated staging areas where debris designated for removal may be stored. Contractor(s) will be required to remove debris from anywhere within an assigned work area(s), including but not limited to rights-of-way and staging areas. DSWM may add or delete staging areas prior to the issuance of the ITQ, in its sole discretion. The ten (10) staging areas are as follows:

	NORTH:	
1	Amelia Earhart Park 11900 N.W. 42 Ave	20 Acres
2	58 Street Landfill Northwest 58 St and 92 Ave.	33 Acres
3	North Dade Landfill 21500 N.W. 47 Ave	80 Acres
	CENTRAL:	
4	Tamiami Trail Park (North) Southwest 8 St and 127 Ave	4 Acres
	SOUTH	
5	Fairwood Park Southwest 168 St and 107 Ave (NE Corner)	5 Acres
6	Southridge Park 19355 S.W. 114 Ave	7.5 Acres
7	Heft Park Southwest 304 St and 148 Ct	15 Acres
8	Goulds Park 21805 S. W. 187 Ave	5 Acres
9	Benito Juarez Park 19400 S.W. 376 St	6 Acres
10	South Dade Landfill 24000 S.W. 97 Ave	40 Acres
11	Old South Dade Landfill 24000 S.W. 97 Ave.	70 Acres

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3.2.C DISPOSAL SITES

If needed, the Contractor shall haul all debris either directly or from the staging areas to the following disposal sites, as designated by the Project manager:

- (a) **Medley Sanitary Landfill and Recycling Center**
9350 N.W. 89th Avenue
Miami, Florida 33178
- (b) **North Dade Landfill**
21500 N. W. 47th Avenue
Miami, Florida
- (c) **South Dade Landfill**
24000 S. W. 97th Avenue
Miami, Florida
- (d) **Resources Recovery**
6990 N. W. 97th Avenue
Miami, Florida
- (e) Other locations as may be determined by the County.

Contractor(s) shall be responsible for identifying all of their hauling equipment and shall display their company name, telephone number, the truck number, and the truck's cubic yard capacity clearly visible on the doors of each vehicle.

Contractor(s) shall not be required to pay tipping fee charges. The County shall be responsible for all tipping fee charges during the entire Contract time period.

3.3 SCOPE OF WORK

The Work to be performed consists of removing debris caused by a disaster occurring in Miami-Dade County, natural or otherwise, and transporting and depositing said debris at staging areas and/or disposal sites as designated by the County. The debris that is the subject of this Contract may be required to be sorted, at the sole discretion of the County. Sorted Emergency Debris shall include but not be limited to the following categories:

- 1. Trees and vegetation
- 2. Burnables - miscellaneous lumber, paper, furniture, etc.
- 3. Construction debris - miscellaneous concrete items, metal, plaster, glass etc.
- 4. White Goods - stoves, refrigerators, washers, dryers, water heaters, etc.
- 5. Tires

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All debris that falls under the terms of this Contract is to be removed and either directly disposed of by the Contractor at approved sites as specified in these Technical Specifications and as directed by the Project Manager or removed and stockpiled at one of the staging areas for volume reduction and disposed by others.

Household garbage is excluded unless it is garbage that has become co-mingled with Emergency Debris as a result of the disaster.

3.4 LIMITATION OF OPERATIONS

No Work shall be performed on any day between the hours of 10:00 P.M. and 7:00 A.M. without prior written approval. Permission to do such Work on Sunday or after those hours must first be secured from the Project Manager.

The County reserves the right for around-the-clock service, if deemed necessary, in the sole discretion of the County.

3.5 PRICES SHALL BE BASED ON ITQ

Contractors will be permitted to bid only on the removal of debris from areas activated by the County on an “as-needed/where-needed” basis. Bids are to be submitted based on a flat rate from each area to each designated disposal site and/or staging area.

In cases where the price requested is “per cubic yard” the cubic yardage will be assessed by a tower monitor at each disposal site or staging area. The per cubic yard price submitted in the ITQ times the assessed cubic yards will determine the amount of payment for each load of debris. The Hurricane Trash Factor will be determined by FEMA for the particular emergency. The County reserves the right to request prices on a per ton basis if it desires.

The County shall retain the option to activate whatever area(s) it deems appropriate, whenever it is deemed appropriate, consistent with the disaster.

Contractors will not be permitted to commingle debris from any other than those locations identified in the County’s purchase order.

Once a Contractor is issued a purchase order based upon the bid prices submitted pursuant to the ITQ, such prices shall remain in full force and effect throughout the time period specified in the ITQ or until the Work is completed, whichever occurs first. A purchase order will be issued for each ITQ for the purpose of allowing the Contractor to obtain a Performance and Payment Bond. Individual Purchase orders will be issued,

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consisting of one or more debris removal areas. Purchase orders will be issued in a proximate fashion, in order to expedite the Work.

The County reserves the right to issue purchase orders to any Contractor(s) at any time.

3.6 PERFORMANCE REQUIREMENTS

Contractor(s) have the sole responsibility for hauling of Debris in accordance with the Special Conditions and the Technical Specifications specified in the Bid, and must possess the ability and capability to remove the debris in their assigned work area.

Upon receipt of a purchase order, Contractor(s) shall commence the work within the time specified in the ITQ , and continue such work in an expeditious manner to a conclusion acceptable to the Project Manager, provided however, that a minimum of one thousand four hundred (1400) cubic yards of debris is removed per day. A performance and payment bond compiling with paragraph 2.13 must be presented as required in the ITQ.

Contractor(s) must be available for emergency calls or service at any time.

The County reserves the right for around-the-clock service, if deemed necessary, at the sole discretion of the County.

3.7 SAFETY FACTORS IN WORK AREAS

In submitting a quote, Contractor(s) must recognize that they will be working along public roadways and shall exercise extreme safety measures by employing, if necessary, flagmen, barricades, cones or any other means necessary to protect the public during all operations.

Contractor(s) shall protect from damage all existing improvements in areas of the work and in areas contiguous to the work, including but not limited to fire hydrants, fences, mail boxes, sidewalks or walkways (asphalt or concrete) etc., and will restore any damage caused by the Contractor in a prompt and acceptable manner. If the Contractor fails or refuses to repair such damage, the County reserves the right to have the necessary work performed by others, and to deduct the cost(s) therefore from payments due the Contractor.

The Contractor's personnel shall be properly equipped with the required safety equipment, hard hats, clothing or any other safety materials that are necessary to perform the required work.

SECTION 3
TECHNICAL SPECIFICATIONS

3.8 ORDER OF WORK AND METHOD OF REMOVAL

The Contractor is cautioned that debris can only be removed from public property, e.g. the right-of-way and staging areas. Should it become necessary, in the Contractor's best judgment, to remove, for whatever reason, debris from private property, permission must first be sought and granted by the Project Manager. The Contractor is to have no direct or indirect negotiations with the property owner/custodian of the private property.

All debris specified in the Purchase order must be removed. At the completion of the debris removal any cavity or hole shall be rough graded to remove any hazardous conditions. It is required that all holes created by the removal of debris be backfilled and re-sodded with materials acceptable to the Project Manager and left in a safe condition.

The Contractor will be required to locate and acquire fill materials to rough grade and re-sod the site. Backfill material and all work necessary to backfill, grade, and re-sod shall be included in the price quoted. The Contractor shall have sufficient crews and equipment to completely remove all Emergency Debris within the activated area or as directed by the Project Manager.

The Project Manager reserves the right to prioritize work areas within the activated area and Contractor(s) shall be expected to fully cooperate and respond according to any priority list of locations provided by the County in the form of a Purchase order or an amendment thereto. Contractor(s) shall exercise care to leave all standing trees and vegetation intact. All loose debris, such as tree limbs, shall be reasonably compacted on the hauling vehicle by use of loading equipment. Trees with limbs remaining attached that are four (4) inches in diameter or greater shall be removed at the tree trunk by the Contractor, using a chain saw or other appropriate means. All vehicles utilized in hauling debris will be equipped with adequate means of containing the load while transporting the debris to the staging area/disposal site and must effectively be retained within the hauling vehicle. Side boards or other extensions to the bed will be permitted provided they meet state and local requirements, cover the front and two sides, and are substantially constructed. Except as permitted hereinafter, all trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity.

The Contractor shall leave paved areas in a relatively clean condition to the satisfaction of the Project Manager.

SECTION 3
TECHNICAL SPECIFICATIONS

3.9 SORTING OF DEBRIS

The Contractor's forces may, in the sole discretion of the County, be required to sort and segregate the debris into the categories designated in Section 3.2, Scope of Work, of the Bid Documents before removing the debris from the right-of-way. If required by the County to sort and segregate debris, for whatever reason, Contractor(s) must include a separate, additional "per cubic yard" price in the ITQ. If the County determines that it becomes necessary to sort and segregate debris, the County will instruct Contractors on the method to be utilized and this information will be included in the ITQ.

Any and all Hazardous Waste discovered or uncovered by the Contractor through sorting and/or removal efforts are to be immediately placed aside for pick-up by County personnel, and the County's Project Manager shall be notified at once. The area in which the Hazardous Waste is discovered must remain untouched until County's Project Manager can make the determination of the proper procedure to remove such Hazardous Waste.

3.10 STORAGE OF EQUIPMENT

The Contractor shall be responsible to locate areas where the Contractor's equipment may be stored, serviced, or repaired. Such areas shall not be located within road rights-of-way or in any areas which would impact traffic flow or produce a safety hazard. No vehicle or equipment may be stored at the staging areas or at the disposal sites. Any vehicle or equipment stored at the staging area or disposal site will be towed away at the contractor's expense. No camping or overnight stay will be allowed.

3.11 CAUTIONARY SECTION

The County shall expect the Contractor on each site to use every method at his disposal to protect the properties on which he/she will be working. If, in the opinion of the County, the Contractor is acting in such a manner as to cause unnecessary damage to properties, whether they be public or private, the County shall invoke its authority to immediately terminate the Contract and pay the Contractor for the Work completed to date. The termination of this Contract shall be effective immediately upon written notice by the County to the Contractor.

3.12 PRE-WORK CONFERENCE

After the submission of the ITQ but prior to the issuance of a Purchase order(s), a Pre-Work Conference will be held with Contractor(s), members of the Department of Solid Waste Management and other Miami-Dade County agencies, representatives of utility companies, or any other parties affected by the Work. The time and place of this conference may be set by the Department of Solid Waste Management.

SECTION 3
TECHNICAL SPECIFICATIONS

3.13 MEASUREMENT AND PAYMENT

The unit of purchase is cubic yard shall be based on the actual cubic yardages per load. Cubic yardage shall be documented and indicated on each pre-numbered voucher/load ticket. The County reserves the right to request prices on a per ton basis.

Prior to commencing debris removal operations, the Contractor shall present to the Project Manager all trucks or trailers that will be used for hauling debris for the purpose of determining hauling capacity. The cubic yard hauling capacity will be based on the interior dimensions of the truck or trailer's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Trucks with less than full capacities will be assessed by visual inspection by the tower monitors. Hurricane Trash Conversion Factor will be determined by FEMA for the particular emergency.

Load verification will be provided by a County representative who will verify all loads at point(s) where the debris is loaded, as well as at each of the designated staging areas/disposal sites.

Acceptance of all documentation shall be subject to verification by the County.

The following procedures are to be followed:

1. The County loading site inspector will examine all Contractor(s) trucks leaving a designated debris removal area and fill in the necessary information on the pre-numbered voucher, which includes but is not limited to the following:
 - (a) Site location
 - (b) Truck number
 - (c) Purchase order number
 - (d) Contractor name
 - (e) Date
 - (f) Time departed
 - (g) Percent of capacity filled
 - (h) Driver signature/name
 - (i) Sort factor
3. After County loading site inspector(s) have completed the initial information, they will retain one copy of the pre-numbered voucher, which is returned to DSWM, and two copies will be given to the driver.

SECTION 3
TECHNICAL SPECIFICATIONS

4. At the disposal site, the staging area inspector records the pre-numbered voucher number and a copy is given to the driver. The truck driver retains one copy of the voucher and the staging area inspector retains the other. The staging area inspector's copy is returned to DSWM to be matched against the site inspector's copy for pay verification. The driver's copy of the voucher, with the transaction ticket, will be the basis for payment to the Contractor.

The Contractor will be compensated on a monthly basis based upon the cubic yardages recorded at the disposal sites and staging areas as reflected by the pre-numbered vouchers/load tickets, and/or upon the cubic yard estimates made by the County at the staging areas as converted to cubic yards based upon the Hurricane Trash Conversion Factor table on file with the Clerk of the Board and recorded on the voucher. A copy of the voucher/load ticket will be furnished to the truck driver each time a load is dumped. The driver's copy of the vouch/load ticket will be the check and balance to assure accurate payment.

3.14 **COMPENSATION**

The “per cubic yard” rates, as reflected on the ITQ Form, shall be full payment for all supervision labor, tools, equipment, materials and the loading, hauling, and sorting if so required, necessary to perform the work in accordance with these documents.

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
WEDNESDAY
, 2005
BID NO.:



INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
 MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued	DPM	Date Issued:	This Bid Submittal Consists of
by:ar	Bids & Contracts Division		Pages 33 through 36

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Pre-qualification of contractors for the removal of debris resulting
 from a declared emergency.**

A Bid Deposit in the amount of n/a of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of n/a of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 910-27, 962-39	
A. Rodriguez	*****

FIRM NAME: _____

RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
 PREFERENCE ON PAGE 36 OF SECTION 4, BID SUBMITTAL FORM SHALL
 RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 36 OF SECTION 4, BID SUBMITTAL FORM, WILL
 RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

Debris Hauling

FIRM NAME: _____

1. Pre-qualification of vendors for disaster debris collection and disposal.

a) Proposers full name _____

b) Number of years in operation _____

c) Address _____

d) Proposers local address if other than that shown above

e) Activity in which providing qualifications (para. 2.6)

2. Listing of commercial or Governmental Agencies serviced:

	COMPANY NAME	ADDRESS	CONTACT PERSON	PHONE
--	--------------	---------	----------------	-------

a. _____

b. _____

c. _____

Submittals packages shall contain the following:

- 1.. Proof being established for a minimum of one year.
2. Proof of equipment ownership/long term lease.
3. Copy of General Hauler Permit
4. Completed Section 4 (pages 33 thru 36)
5. Required Affidavits (Appendix)

SECTION 4
BID SUBMITTAL FOR:

Debris Removal

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

.Bid Title: Debris Removal

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____
 and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
 (Please see paragraph 1.2 H of General Terms and Conditions)

****"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"***

Signature: _____
 (Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.



APPENDIX

AFFIDAVITS

FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS**▪ DISABILITY NONDISCRIMINATION AFFIDAVIT
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,
FEES AND PARKING TICKETS AFFIDAVIT
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING
TO AFFIDAVITS ON PAGES 1 AND 2**

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.81 per hour plus health benefits as described in the ordinance, or \$11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title

____/____-____/____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and _____ the expiration date of _____.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: _____ Signature _____ Signature _____

Witness: _____ Signature _____ By: _____ Legal Name and Title _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.

CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

____/____/____/____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 ____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature _____

Date _____

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	